

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Mark A. Kutney, AICP (797-1101)

**SUBJECT:** Resolution - Developers Agreement

Application No., Project Name and Location:

DA 12-1-01, Glenn's Automotive Center Plat/Generally located on the west side of Reese Road at the southwest corner of I-595 and the Turnpike.

**AFFECTED DISTRICT:** District 1

## **TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND IRVING COOPER AND DORIS BLASS PROVIDING FOR REMEDIAL MEASURES TO SATISFY ROAD CONCURRENCY REQUIREMENTS RELATED TO THE GLENN'S AUTOMOTIVE CENTER PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

## **REPORT IN BRIEF:**

On January 5, 2000, Town Council passed resolution No. R 2001-90, approving a boundary plat consisting of 1.01 acre for 5,500 square feet of automotive repair and 2,300 square feet of warehouse. In order to satisfy roadway concurrency, the developer is entering into a development agreement requiring contribution towards roadway improvement projects. The Town is party to this Developers Agreement solely for the purpose of issuing a certificate of occupancy. The agreement states that the Town shall not issue a certificate of occupancy on the Glenn's Automotive Center Plat until the plat is approved and recorded and the improvements specified in the agreement to satisfy Broward County road concurrency requirements are constructed in accordance with the agreement.

## **PREVIOUS ACTIONS:**

The Town Council approved a boundary plat by Resolution No. 2001-90, at its April 4, 2001 meeting.

**CONCURRENCES:** None

**FISCAL IMPACT:** None

**RECOMMENDATION(S):** Motion to approve.

**Attachment(s):** Justification Letter, Plat, Existing and Proposed Plans, Land Use map, Subject Site map, Aerial.

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND IRVING COOPER AND DORIS BLASS PROVIDING FOR REMEDIAL MEASURES TO SATISFY ROAD CONCURRENCY REQUIREMENTS RELATED TO THE GLENN'S AUTOMOTIVE CENTER PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Irving Cooper and Doris Blass are proposing to develop properties known as the Glenn's Automotive Center Plat; and

WHEREAS, Broward County will allow remedial measures to satisfy road concurrency requirements for compact deferral areas should an agreement be entered into with the Town as a party.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between Broward County, Irving Cooper and Doris Blass, and the Town of Davie, whereby the Town of Davie Development Services Department shall not issue any certificates of occupancy until the Glenn's Automotive Center Plat is approved and recorded and the Improvement is constructed in accordance with the Agreement.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.



DA 12-1-01

## ASSOCIATED ENGINEERS OF SOUTH FLORIDA, INC

PLANNING • DESIGN • STUDIES • INSPECTION SERVICES

5450 GRIFFIN ROAD,

DAVIE, FL 33314

December 17, 2001

Town of Davie Planning & Zoning Div.  
6591 S.W. 45<sup>th</sup> Street  
Davie, FL 33314

Att: Ms. Geri Baluss

RE: Glenn's Automotive Center plat (010-MP-01)  
Traffic Concurrency Agreement  
Our Project No. 00-119

Dear Geri:

This is written as our justification letter for the improvement at Davie Road. The traffic study for the Glenn's Automotive Center Plat, recommended re-striping the existing north bound left turn lane on Davie Road at Nova Drive. This is to provide 300 feet of storage and 100 feet of taper, instead of existing 170 feet of storage with 70 feet of taper, in order to satisfy traffic concurrency requirement for this plat.

We are also enclosing a copy of the approved cost estimate letter from B.C.D.P.E.P. for the above-mentioned improvement.

As always, should you have any questions regarding the above or if you need additional information, please do not hesitate to contact us.

Sincerely

ASSOCIATED ENGINEERS  
OF SOUTH FLORIDA, INC.

  
Oscar E. Tovar, Project Engineer

cc: Mr. Bennie Berkowitz

00-119TOD-2 gxaletters.doc

Phone: (954) 584-6880

Fax: (954) 584-2862

# GLENN'S AUTOMOTIVE CENTER

REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY  
P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA

ASSOCIATED ENGINEERS AND SURVEYORS OF SOUTH FLORIDA - CORP

BROWARD COUNTY DEPARTMENT OF  
PLANNING AND ENVIRONMENTAL PROTECTION

BROWARD COUNTY PLANNING COUNCIL

BROWARD COUNTY ENGINEERING  
DIVISION

BROWARD COUNTY FINANCE AND  
ADMINISTRATIVE SERVICES  
DEPARTMENT COUNTY RECORDS  
DIVISION-RECORDING SECTION

BROWARD COUNTY FINANCE AND  
ADMINISTRATIVE SERVICES  
DEPARTMENT COUNTY RECORDS  
DIVISION-UNITES SECTION

## TOWN COUNCIL

THE TOWN COUNCIL OF THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, HAS REVIEWED THE REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY, P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, AND HAS APPROVED THE SAME.

## TOWN PLANNING AND ZONING BOARD

THE TOWN PLANNING AND ZONING BOARD OF THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, HAS REVIEWED THE REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY, P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, AND HAS APPROVED THE SAME.

## THOMAS HAMMOCK IRRIGATION AND SOIL CONSERVATION

THE THOMAS HAMMOCK IRRIGATION AND SOIL CONSERVATION DISTRICT OF THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, HAS REVIEWED THE REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY, P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, AND HAS APPROVED THE SAME.

## TOWN PLANNING AND ZONING DEPARTMENT

THE TOWN PLANNING AND ZONING DEPARTMENT OF THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, HAS REVIEWED THE REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY, P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, AND HAS APPROVED THE SAME.

## DEDICATION

THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, HAS REVIEWED THE REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY, P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, AND HAS APPROVED THE SAME.

## ACKNOWLEDGMENT

THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, HAS REVIEWED THE REPLAT OF A PORTION OF TRACT 1, TEN 9 OF SECTION 23, TOWNSHIP 30 SOUTH, RANGE 41 EAST OF 1° NEMAH-SURLEY, P.B. 2, AT PAGE 26 OF D.C.R. IN THE TOWN OF DAVIL, BROWARD COUNTY, FLORIDA, AND HAS APPROVED THE SAME.

## DESCRIPTION

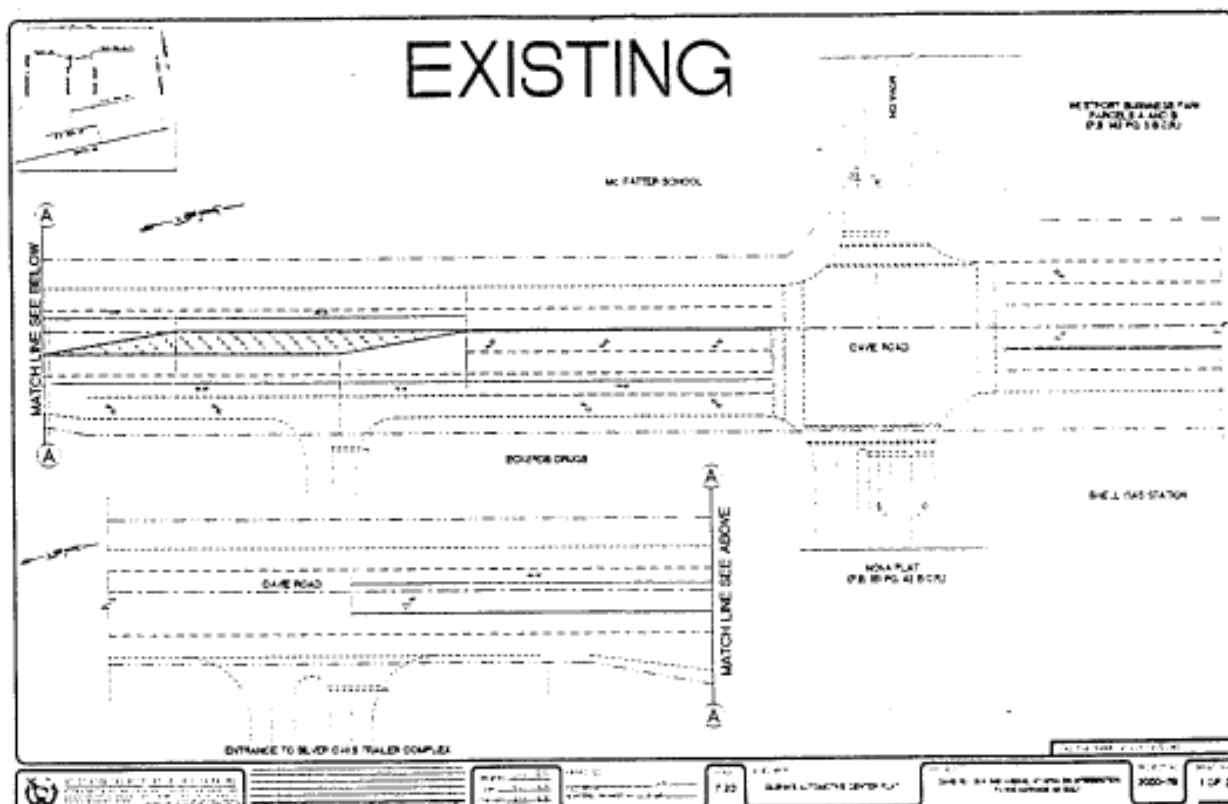
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## SUPPLEMENTARY CERTIFICATE

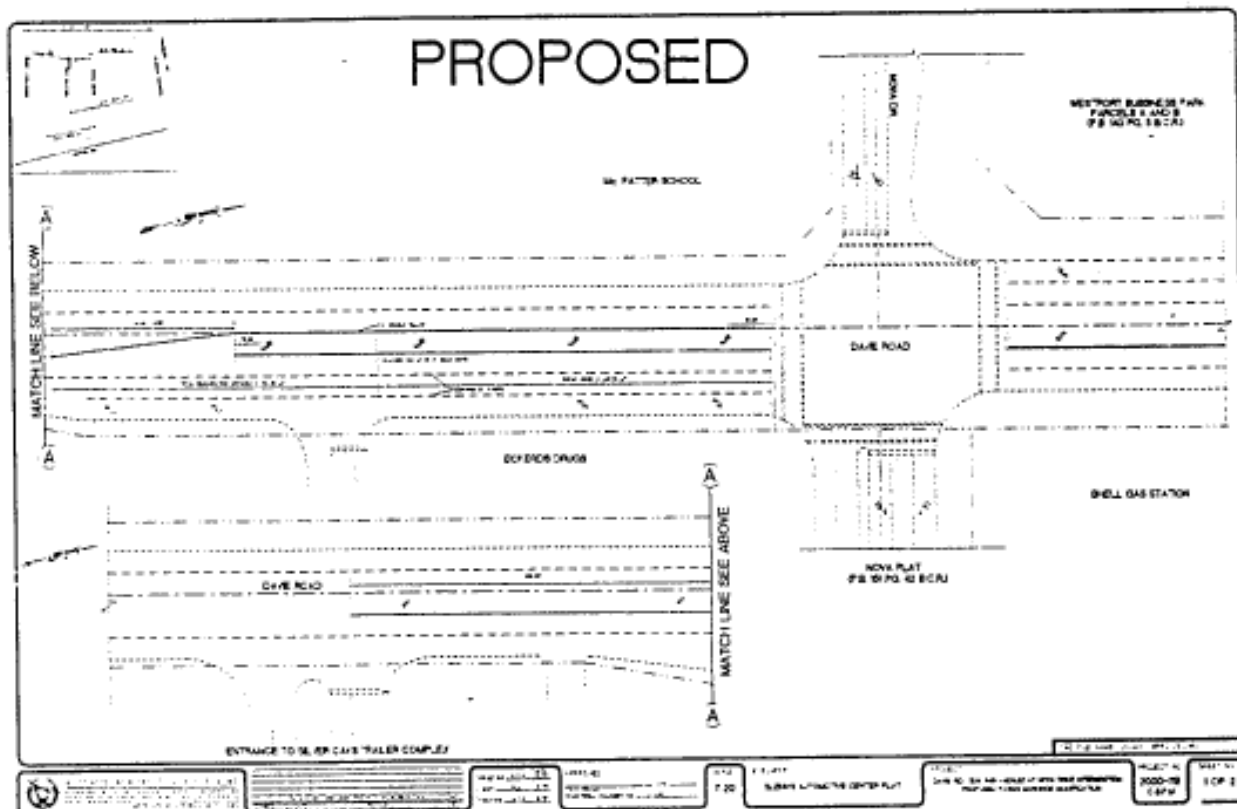
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EXISTING



PROPOSED



Return recorded document to:

Broward County Dev. Management Division  
115 S. Andrews Avenue, Room # A 240  
Fort Lauderdale, FL 33301

Document prepared by:

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**REGIONAL ROAD CONCURRENCY AGREEMENT  
CONSTRUCTION OF IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as "COUNTY" through its Board of County Commissioners;

AND

Irving Cooper and Doris Blass, its successors and assigns, hereinafter referred to as "DEVELOPER",

**[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]**

The Town of Davie, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN"

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for compact deferral areas; and

WHEREAS, DEVELOPER has applied for approval of the Glenn's Automotive Center Plat (010-MP-01), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and



WHEREAS, on April 6, 2001, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of the PLAT does not satisfy the compact deferral area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the PLAT's traffic impacts so that the PLAT will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.

**PLEASE CHECK THE APPROPRIATE SECTION**

**[ ] IMPROVEMENTS CONSTRUCTED BY DEVELOPER**

- (a) ~~DEVELOPER agrees to construct the IMPROVEMENT(S) described in Exhibit "B" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the IMPROVEMENT(S) prior to receipt of the first certificate of occupancy for property within the PLAT.~~
- (b) ~~If the improvement(s) described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to PLAT recordation, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the improvement(s).~~
- (c) ~~DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "G," in the amount of \$\_\_\_\_\_ in a form acceptable to the COUNTY, which represents 125% of the costs of the IMPROVEMENT(S).~~

- (d) ~~The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.~~
- (e) ~~DEVELOPER agrees that any contract(s) for the IMPROVEMENT(S) shall:~~
1. ~~Indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COUNTY, its officers agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of contractor or subcontractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Director of the Broward County Engineering Division and County Attorney, any sums due DEVELOPER under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.~~
  2. ~~In order to insure the indemnification obligation contained above, CONTRACTOR shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section. Each insurance policy shall clearly identify the foregoing indemnification as insured.~~

3. ~~Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. CONTRACTOR shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.~~

4. ~~Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:~~

~~Premises and/or operations:~~

~~Independent contractors:~~

~~Products and/or completed operations for contracts:~~

~~Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement:~~

~~Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability:~~

~~Underground coverages:~~

5. ~~Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:~~

~~Owned vehicles:~~

~~Hired and non-owned vehicles:~~

Employers' non-ownership:

6. ~~Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:~~

~~Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.~~

7. ~~CONTRACTOR shall furnish to the Broward County Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.~~
8. ~~Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.~~

**[ X ] IMPROVEMENTS CONSTRUCTED BY COUNTY, TOWN OR FDOT**

- (a) DEVELOPER agrees to pay the amount in Exhibit "B," attached hereto, which represents DEVELOPER's proportionate share of the cost of the IMPROVEMENT(S) described in Exhibit "B," hereinafter referred to as the "Improvements." **DEVELOPER agrees that payment must be made to the COUNTY prior to recordation of the PLAT.**
  - (b) If "Improvements" are to be constructed by the COUNTY, DEVELOPER shall provide to COUNTY, contemporaneously with this agreement, a Letter of Credit or Surety Bond, attached hereto as Exhibit "C," in the amount of **\$2,730.00** in a form acceptable to the COUNTY, which represents 100% of the amount of payment to be made to COUNTY for the IMPROVEMENT(S).
3. CONCURRENCY COMPLIANCE. COUNTY finds that by executing and complying with the terms of this Agreement, DEVELOPER has satisfied the adequacy of the Regional Roadway Network requirement of the Broward County Land Development Code for the PLAT as approved by the COUNTY.

4. MUNICIPALITY. If the property is within a municipality, TOWN agrees not to issue a certificate of occupancy for any development within the PLAT until the completion of IMPROVEMENT(S). If the property is within the unincorporated area, COUNTY shall not issue a certificate of occupancy for any development within the PLAT until the completion of IMPROVEMENT(S).
5. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Engineering Division  
115 South Andrews Avenue, Room 321  
Fort Lauderdale, FL 33301

For the DEVELOPER:

Creative Builders

2450 Hollywood Blvd., Suite 204

Hollywood, Florida 33020

FOR the TOWN(if applicable):

Davie Town Administrator

6591 S.W. 45th Street

Davie, FL 33314

6. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
7. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
8. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
9. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
10. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
11. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
12. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

13. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date), DEVELOPER, signing by and through its representatives, \_\_\_\_\_ duly authorized to execute same and TOWN OF DAVIE, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
County Administrator and  
Ex-Officio Clerk of the  
Board of County Commissioners  
of Broward County, Florida

By \_\_\_\_\_  
Chair

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date)

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_  
Assistant County Attorney

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date)

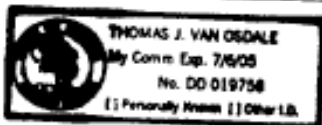


**DEVELOPER-INDIVIDUAL**

Witnesses: (as to both)

(Signature) [Signature]  
Print name: SHARON K. VAN OSGOOD

(Signature) [Signature]  
Print name: JAMES I. RUTHERFORD



Irving Cooper  
Doris Blass

Name of Developer (Individual)

(Signature) [Signature]

Print address: 2450 Hollywood Blvd., Suite 204  
Hollywood, FL 33020

12 day of December, 2001 (date)

**ACKNOWLEDGMENT - INDIVIDUAL**

STATE OF FLORIDA )  
 ) SS.  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 12 day of December, 2001 (date), by Irving Cooper & Doris Blass who are  
☒ personally known to me, or  
☐ produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC:

[Signature]

Print name:

THOMAS J. VAN OSGOOD

(Seal)

My commission expires:

## DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

(Signature)

Print name:

(Signature)

Print name:

Name of Developer (corporation/partnership)

By \_\_\_\_\_

(Signature)

Print name:

Title: \_\_\_\_\_

Address:

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date)

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)

Print Name of Secretary:

**ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP**

STATE OF )  
 ) SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (date), by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_ corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☐ personally known to me, or

[ ] produced identification. Type of identification produced \_\_\_\_\_

NOTARY PUBLIC

(Seal)

My commission expires:

---

Print name:





**TOWN**

(If Property is located within a TOWN)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TOWN Clerk

TOWN of DAVIE

By \_\_\_\_\_  
Mayor-Commissioner

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

By \_\_\_\_\_  
TOWN ADMINISTRATOR

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (date)

APPROVED AS TO FORM:

By \_\_\_\_\_  
TOWN Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

The proposed Glenn's Automotive Center Plat, more specifically described as follows:

A portions of Tract 1 of Tier 19 in Section 23, Township 50 South, Range 41 East, "Newman's Survey", according to the Plat thereof, recorded in Plat Book 2, Page 26 of the Public Records of Dade County, Florida, more particularly described as follows:

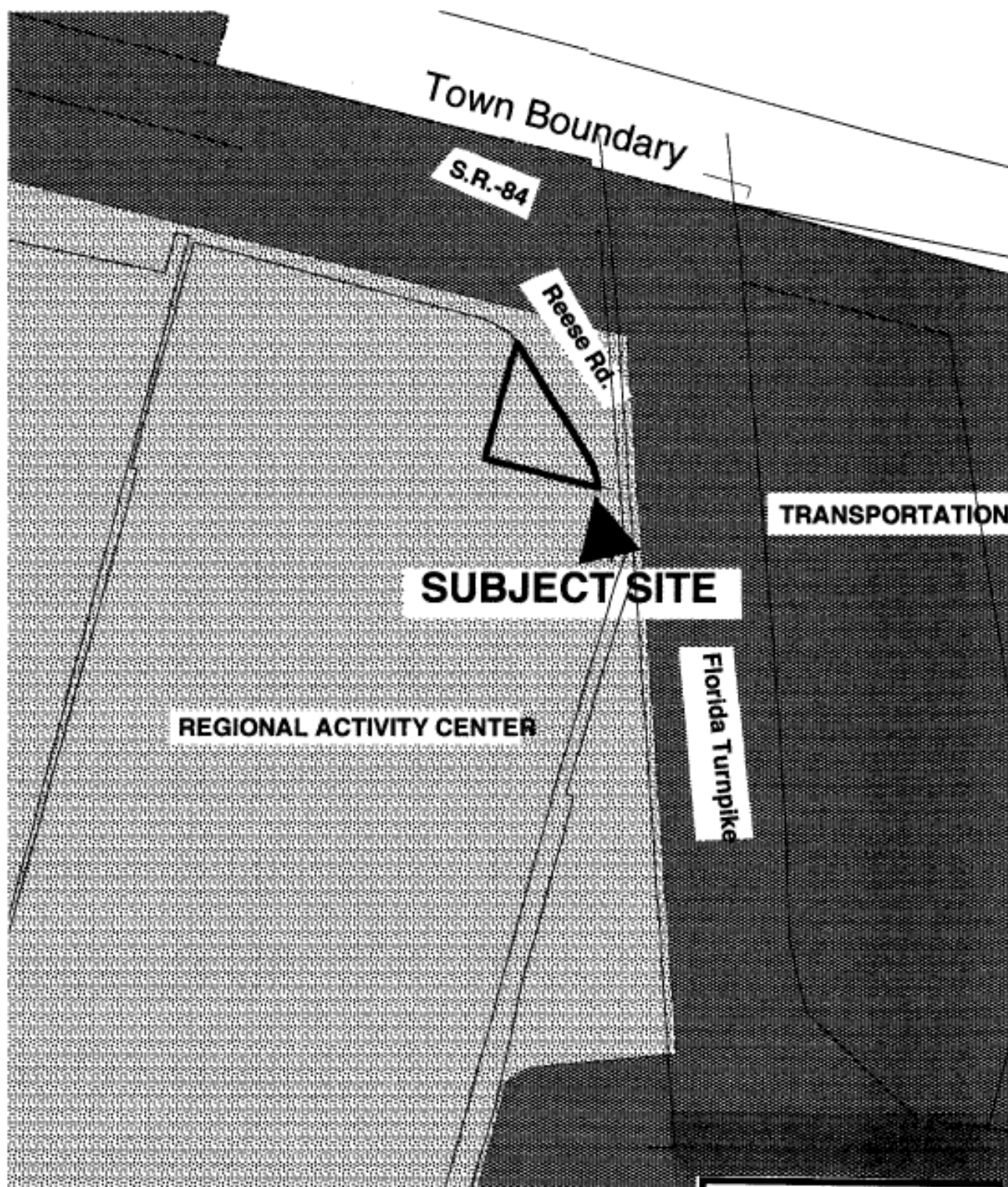
Tract 1, less State Road No. 84 Right-of-Way as now located and constructed and less the Westerly 200 feet and less that portion conveyed to the Florida State Turnpike Authority as described in Official Records Book: 572, Page 111, Broward County Records, less that portion on D.O.T. Map (Section 86095-2402 Sheet 2 of 5).

Said lands situate, lying and being in the Town of Davie, Broward County, Florida. Containing 1.013 Ac. more or less.

**EXHIBIT "B"**

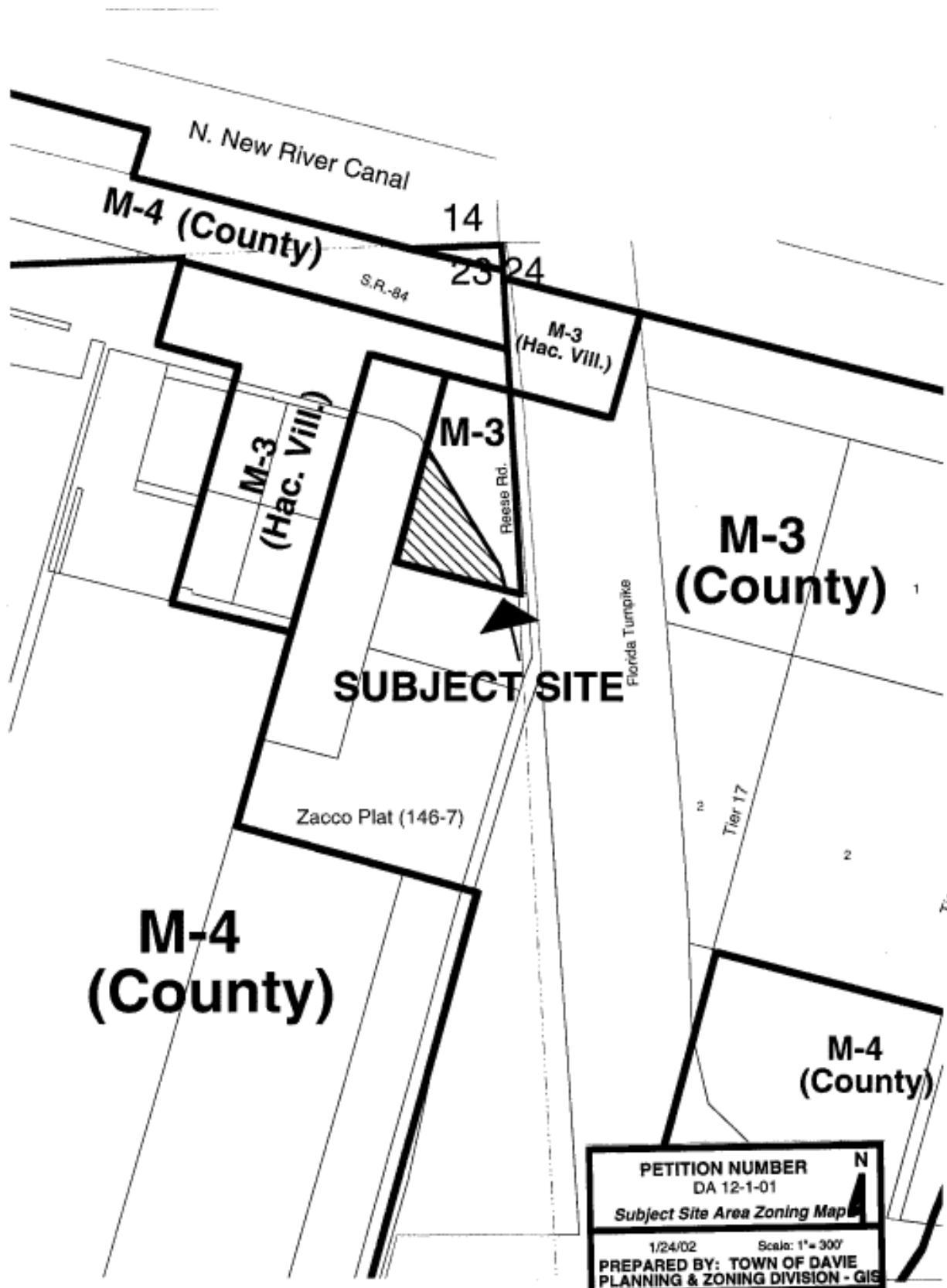
**IMPROVEMENTS**

Pay \$2,730.00 to Broward County to reimburse the County for the cost of milling, re-paving and re-striping the existing northbound left turn lane on Davie Road at Nova Drive to provide 330 feet of storage and 70 feet of taper in place of the existing 170 feet of storage with 70 feet of taper.



<b>PETITION NUMBER</b> DA 12-1-01 <i>Subject Site Area</i> <i>Future Land Use Plan</i>		<b>N</b> <b>4</b>
1/24/02      Scale: 1" = 300'		
<b>PREPARED BY: TOWN OF DAVIE</b> <b>PLANNING &amp; ZONING DIVISION - GIS</b>		







**N**  
**↑** **DATE FLOWN**  
**JANUARY 1998**  
**SCALE: NTS**  
**DA 12-1-01**  
**PREPARED BY: TOWN OF DAVIE**  
**PLANNING & ZONING DIVISION - GIS**